

County Counsel



County of Los Angeles **CHIEF ADMINISTRATIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

November 16, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**AMENDMENT TO COVENANT AND AFFIDAVIT REGARDING
MAINTENANCE OF YARDS FOR BUILDING LIMITATIONS AT THE
SANTA MONICA COURTHOUSE, CITY OF SANTA MONICA
(THIRD DISTRICT) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that these actions are categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Authorize the Chief Administrative Officer (CAO) to execute a Settlement Agreement with the City of Santa Monica (City), in substantially similar form as the attached, amending a restrictive building Covenant around the Santa Monica Courthouse.
3. Authorize the CAO to execute an extension of License Agreement No. 61543 for the use of 450 parking spaces on City property by County and Court employees and jurors, in substantially similar form as the attached.
4. Authorize the CAO to execute and record all necessary documents to implement the Settlement Agreement and License Extension, and to manage the installation of a protective canopy structure over the existing judges parking area.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommendation is to amend a Covenant that restricts construction by the City within a perimeter area around the Santa Monica Courthouse (Courthouse).

On May 10, 1962 at the County's request, the City executed a Covenant and Affidavit regarding Maintenance for Building Area Limitations, which was subsequently recorded on May 28, 1962 in favor of the County. This Covenant established a perimeter space around the Courthouse to be unobstructed from ground to sky.

Over the years, the City has undertaken various projects within the Civic Center area. It has recently constructed a Public Safety Facility and related street and pedestrian improvements and is planning to construct a Civic Center Parking Garage for parking and other ancillary uses. Both of these projects are or will be located to the north or east of the Courthouse and certain portions are or will be located within the perimeter space.

The City and County have worked cooperatively to address and resolve County concerns about the impact of these projects on the operation of the Courthouse and as a result, design features have been incorporated in the design of these facilities that address issues raised by County and Court staff. In addition, the City has installed various landscaping and infrastructure improvements adjacent to the Courthouse which mitigate potential operational impacts and benefit the Courthouse.

Although the City and County have worked together in the spirit of cooperation with respect to the City's projects, there is disagreement relative to the Covenant. It is the County's contention that the Covenant requires that the City maintain the perimeter space unobstructed from ground to sky, but the City disputes that contention.

In order to resolve these differences, a Settlement Agreement has been negotiated under which (i) those portions of the perimeter space intruded on by the City's projects will be exempted and suspended from the Covenant for a specified period of time and subject to continuance of the agreed upon use, and (ii) a process is set forth for discussion and resolution of any disputes concerning the construction and operation of the parking garage and future City projects within the Civic Center area.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we provide the public with beneficial and responsive services (Goal 1). The Amendment and partial Suspension of the Covenant in order to permit the City to proceed with the construction of new facilities, supports the goal of service excellence as it will result in improvements to the Civic Center area for the general benefit and convenience of the public, while at the same time maintaining sufficient parking in the Civic Center.

FISCAL IMPACT/FINANCING

There is no direct fiscal impact to the County as a result of this recommendation. However, the City has made improvements to the Courthouse for the purpose of addressing potential operational impacts estimated at \$276,000, and agrees to pay the County \$340,000 to construct a protective canopy structure over the judges' parking area adjacent to the eastern outer wall of the Courthouse.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Covenant and Affidavit for Maintenance of Yards for Building Area Limitations was originally needed in order to meet the requirements of the Los Angeles County Building Code in effect at the time of construction of the Courthouse. The perimeter area was established, in part, based upon the size and type of construction of the Courthouse, and it now exceeds current requirements.

The City has a need to construct new public facilities to keep up with growth patterns and meet public demand. The proposed Settlement Agreement accomplishes a number of mutually beneficial objectives:

- The suspension of the Covenant is subject to the continued use of the property for a Parking Garage, unless otherwise mutually agreed.
- City has provided various improvements to the Perimeter space and Courthouse property that mitigate potential impacts at an estimated cost of \$276,000.
- The City has agreed to pay the County the sum of \$340,000 to fund the construction of a protective canopy over the judges parking area.
- The design and operation of Avenida Mazatlan shall be done in a manner that is sensitive to the Court's operational needs.
- A meet and confer process has been agreed upon to mitigate adverse impacts, both during construction of the Parking Garage and future City projects.

In addition, the extension of the parking license agreement provides for the maintenance of 450 parking spaces for the courthouse users, including Superior Court employees, County employees, and jurors, for five years, or for one calendar year after the transfer of the real property to the State through the Trial Court Transfer process.

The Superior Court judicial and administrative staff have participated in the negotiations that result in this Settlement Agreement and extension of the parking license, and support the requested Board action.

The Settlement Agreement document and the extension of the license agreement have been reviewed and approved as to form by County Counsel and agreed to by the City.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

It is anticipated that there will be no impact to the normal operation of the Courthouse.

ENVIRONMENTAL DOCUMENTATION

The recommendation to install a protective canopy over the judges' parking area is categorically exempt under the CEQA Guidelines Section 15301(a) and (f) and under Class 1(d), (i) and (m) of the Environmental Document Reporting Procedures and Guidelines (County Guidelines) adopted by your Board on November 17, 1987. The recommendation to extend the license agreement for parking is categorically exempt under CEQA Guidelines Section 15301 and County Guidelines Class 1(r). The recommendation to suspend a portion of the Covenant perimeter space is categorically exempt under CEQA Guidelines Section 15305 and County Guidelines Class 1(x)(26)(k) and Class 5(i).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

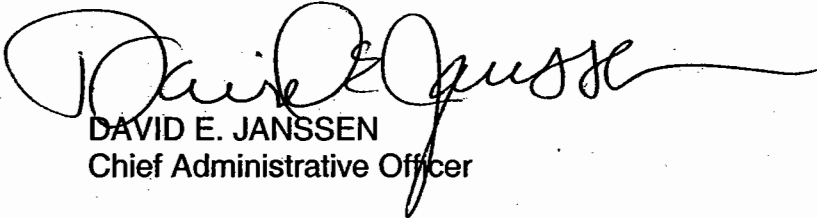
It is anticipated that there will be no impact to the normal operation of the Courthouse.

The Honorable Board of Supervisors
November 16, 2004
Page 5

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two certified copies of the Minute Order, and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
CB:cc

Attachment
c: County Counsel
Superior Court

SantaMonica.b

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into on ____ day of _____, 2004 ("Execution Date"), by and between the County of Los Angeles, a political subdivision of the State of California ("County"), and the City of Santa Monica, a California municipal corporation ("City"), with respect to the following:

RECITALS:

A. The County is the owner of certain real property located at 1725 Main Street, Santa Monica, California 90401 ("Courthouse Property") on which the State of California operates a Superior Court ("Court") and the County maintains the courthouse ("Courthouse Building").

B. The parties acknowledge that pursuant to Chapter 1082 of the Statutes of 2002, as amended, it is the intention of the State of California ("State") to cause the transfer of responsibility for court facilities, including the Courthouse Building, to the State not later than June 30, 2007.

C. The City is the owner of real property situated around and adjacent to the Courthouse Property on all four sides.

D. On May 10, 1962, the City executed a Covenant and Affidavit regarding Maintenance of Yards For Building Area Limitations, which was recorded on May 28, 1962 as Instrument Number 5393 in the Los Angeles County Recorder's Office in favor of the County ("Covenant"). Attached to the Covenant is a legal description along with a plot plan identifying a perimeter space around the Courthouse Building ("Perimeter Space"). The Covenant and legal description of the Perimeter Space is attached hereto as Exhibit 1.

E. The City has constructed a Public Safety Facility ("Public Safety Facility"), and related street and pedestrian improvements on Olympic Drive from Fourth Street to Main Street ("Street Improvements"). The City seeks to construct a Civic Center Parking Garage ("Garage") for parking and other ancillary uses. The Public Safety Facility, Street Improvements and Garage shall be collectively referred to as "Projects." All of the Projects are or will be located to the north or east of the Courthouse Property and certain portions of the Projects are or will be located within the Perimeter Space.

F. During all phases of the Projects consisting of the Public Safety Facility and Street Improvements, the City and County have worked cooperatively together to address and to resolve concerns expressed by the County with respect to such Projects and yet enabling the City to complete public improvements that serve the City and its residents in a timely manner. When and as needed, the parties have coordinated both construction schedules and Courthouse operations to allow for the Courthouse to operate and for the City to proceed with construction. Additionally, the City and County have worked cooperatively together with respect to the design of the Garage to reduce the perceived effect of the Garage and its operation on the Courthouse Building and operations therein, and to incorporate design features which address the stated

concerns of the Court staff and County staff. The parties intend to continue with this cooperative relationship with respect to all future projects surrounding their respective properties.

G. Although the parties have worked together pursuant to a spirit of cooperation with respect to the Projects, the County contends that the Covenant requires the City to maintain the Perimeter Space unobstructed from ground to sky. The City, however, disputes this contention. The parties agree that this Covenant does not apply to any street improvements within the Perimeter Space.

H. In order to resolve the disputes and differences between the parties with respect to the Covenant and the Projects, the County and City desire to enter into this Agreement (i) to suspend and except from the effective terms of the Covenant the portions of the Perimeter Space in which the Projects are or will be located, to the extent and for the duration described herein ("Covenant Suspension"), and (ii) to set forth a process for discussion and resolution of any disputes concerning the future construction and operation of the Garage and future City projects to be located within the Civic Center Area, as defined herein. It is understood and agreed that this Agreement is a compromise settlement with no admission of liability by the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for valuable consideration set forth below, receipt of which is acknowledged, the parties mutually agree as follows:

1. Recitals. All of the above recitals are incorporated by reference into this Agreement.

2. Covenant Suspension Area.

A. Amendment of Covenant. The Covenant is hereby amended with respect to the rectangular portion of the Covenant bounded by the east side of the Covenant perimeter, the north curb face of Civic Center Way, the east curb face of Avenida Mazatlan, and the north side of the Covenant perimeter, as cross-hatched in the map attached hereto as Exhibit 2. Said rectangular portion of the Covenant shall be referred to as the "Covenant Suspension Area."

B. Suspension Of Covenant Within The Covenant Suspension Area. The County agrees to suspend the Covenant within the Covenant Suspension Area and to not enforce any obligation of the City to maintain the Covenant Suspension Area in compliance with the Covenant or otherwise unobstructed from ground to sky during the period of time commencing November 1, 2004 and continuing during the period that:

i. Subject to subsection 2(C) below, the use or projected use of the Garage (or any repair to the Garage or replacement to the Garage), is in substantial compliance with Resolution No. 9899 (CCS) entitled "A Resolution of the City Council of the City of Santa Monica Making Findings Necessary to Approve the Civic Center Parking Structure Project, Adopting A Statement of Overriding Considerations, and Adopting a Mitigation Monitoring Plan" ("Resolution No. 9899"); or

ii. Subject to subsection 2(C), for as long as bond financing exists on the Projects, in whole or in part, including, but not limited to, bond financing utilizing in part proceeds from the Santa Monica Public Financing Authority Lease Revenue Bonds, Series 2004 (Civic Center Parking Project) (the "2004 Bonds"), or any other financing or funding mechanism for the Projects, including, without limitation, any lease revenue bonds, certificates of participation or other bonded indebtedness, and including any refunding bonds issued by the City or its related entities in connection with the financing or funding of the Projects.

C. Obligation to Meet and Mutually Agree On Any Change of Use of Property. During the period of suspension of the Covenant, the City and the County shall meet and mutually agree on any change in use for the Garage site from that as set forth in Resolution No. 9899. The parties, through their respective highest level managers, shall meet and confer in a good faith effort to reach mutual agreement of such proposed change. The parties agree that approval shall not be unreasonably withheld provided that the proposed change in use does not adversely effect Courthouse operations. The Presiding Judge of the Superior Court of California or his/her designee ("Presiding Judge") shall provide written notice to the City of the County's approval or disapproval of the change in use. In the event that the City implements any change of use of the Garage other than as set forth in Resolution No. 9899, and such use is in contravention of this Section 2, then the County may terminate the suspension of the Covenant with respect to the Covenant Suspension Area set forth in Section 2(B) of this Agreement after notice to the City in accordance with Section 20, below, and may pursue any other remedies available under law. Upon receipt of notice of termination from the County, the stay of claims set forth in Section 24 shall no longer be in effect and the City may pursue any claims for judicial relief or other remedies available under law.

D. Obligation To Execute Necessary Documents. The County will cooperate with the City to execute all necessary documentation, including, without limitation, a mutually-approved legal description of the Covenant Suspension Area and an amendment to the Covenant ("Subsequent Documents"), and to cause Subsequent Documents to be executed by its County Engineer or other appropriate County employees or officials, and to record the Subsequent Documents so that the City can obtain clear title to permit financing of the Garage. Other than as amended herein, the Covenant shall remain in full force and effect.

3. Improvements to the Courthouse Property and Perimeter Space. In exchange for the Covenant Suspension, the City has completed certain improvements and agrees to pay for the installation of certain additional improvements to the Courthouse Property and Perimeter Space, and undertake other obligations, all as described below:

A. Completed Improvements. The City has completed the installation of the following improvements:

- i. Construction of a retaining wall with iron fencing along the northern property line of the Courthouse Property;
- ii. Construction of a concrete walkway between the retaining wall and the northern façade of the Courthouse Building;
- iii. Construction of a 50-foot landscaped zone between the northern property line of the Courthouse Property and the southern edge of Olympic Drive. The landscaped zone shall include a double row of Tipuana Tipu trees; and
- iv. Replacement of a County-owned asbestos-containing irrigation line with a new irrigation line.

The City estimates the cost of these improvements provided to the County is \$276,000.

B. Installation of Additional Improvements. The City agrees to pay the County, within thirty (30) days of the date this Agreement is fully-executed, the sum of Three Hundred Forty Thousand Dollars (\$340,000) for a canopy structure to be installed over the judicial officers' parking area adjacent to the Eastern outer wall of the Courthouse Building, in the County's discretion.

C. Design and Operation of Avenida Mazatlan. The City agrees that the completed condition of Avenida Mazatlan, after the construction of the Garage is completed, shall be in accordance with the map attached hereto as Exhibit 3, and incorporated herein by reference. The striping of Avenida Mazatlan and traffic configurations thereon may be modified in the future by written mutual agreement of the Presiding Judge and the City Manager, or their designees, to address changed circumstances after the construction and operation of the Garage.

4. Meet and Confer. The parties agree to meet and confer as follows:

A. Cooperation During Construction. Periodically, throughout the course of construction of the Garage, the City and Presiding Judge of the Court, or his/her designee, shall meet and confer to discuss any ongoing matters of concern related to the construction of the Garage, including, any construction impact that will interfere, in the reasonable opinion of the Presiding Judge, with the usual and customary operations of the Court. In addition, the Court shall be an "Affected Agency" identified in the Mitigation Monitoring Plan of the Environmental Impact Report for the Garage and shall be consulted and informed as required therein.

B. During Operation. The parties shall utilize the following meet and confer process ("Meet and Confer") to attempt to resolve any concerns of the Court that the operation of the Garage, or any replacement parking structure, is in contravention of Resolution No. 9899 and causes an Adverse Effect, as defined in subsection 4(C), below.

i. The Presiding Judge and the City Manager shall meet as soon as possible in a good faith effort to discuss a resolution of the Court's concerns. Upon completion of the meeting, if the Court's concerns are not resolved to the reasonable satisfaction of the Court, the County, or its successor in interest in and to the Courthouse Property, may pursue any remedies available under applicable law, in the exercise of its sole discretion.

C. "Adverse Effect" means any operation of the Garage that: (a) interferes, in the reasonable opinion of the Presiding Judge, with Courthouse operations; (b) generates noise levels that, in the reasonable opinion of the Presiding Judge, significantly interfere or would significantly interfere with the usual and customary operations of the Court;; (c) interferes, in the reasonable opinion of the Presiding Judge, with pedestrian and vehicular routes of access to the Courthouse Building during the usual hours of Court operation; (d) results in violation of License Agreement No. 61543, or any modification or amendment thereof; (e) interferes, in the reasonable opinion of the Presiding Judge, with the security of the Courthouse Building or the security of Court personnel; (f) results in speed bumps for ingress/egress of inmate buses; (g) significantly interferes, in the reasonable opinion of the Presiding Judge, with direct ingress and egress of inmate buses and/or ability of inmate buses to maneuver; and (h) fails to maintain, in the reasonable opinion of the Presiding Judge, the existing condition of the visual shield and physical separation of the public from the inmate sally port.

5. Other Civic Center Area Projects.

A. Notice from City to Court. The City shall give the Presiding Judge prior written notice of any other project the City desires to implement within the Civic Center Area, as defined herein, that (i) is subject to CEQA or (ii) might adversely effect the operations of the Courthouse ("Other Projects"). The phrase "Civic Center Area" shall be defined for purposes of this Agreement as the area bounded by Fourth Street, Pico Boulevard, Main Street and Second Street, and the Santa Monica Freeway. The City will provide notice to the Presiding Judge of Other Projects at the earlier of the following: (1) no later than the date a Notice of Preparation is issued for a project that the City has determined is not exempt under CEQA; or (2) at least 60 days prior to final City approval of a project that is exempt under CEQA. Such notice will be provided in accordance with Section 20, below.

B. Meet and Confer on Other Projects. In the event the Presiding Judge, in the exercise of his/her reasonable discretion, determines that an Other Project may have an Adverse Effect on the Court, the City agrees to utilize the following meet and confer process ("Meet and Confer") to attempt to resolve the concerns of the Court.

i. First Step: Initial Negotiations. The Presiding Judge, or his/her designee shall request a meeting with the City's construction management or project management staff to discuss the Court's concern. This meeting will take place as soon as possible after the request. The parties shall meet in a good faith effort to discuss a resolution of the Court's concern. Upon completion of the meeting, if the Court's concerns are not resolved to the reasonable satisfaction of the Court, upon request of either party, the Meet and Confer shall proceed to the Second Step below.

ii. Second Step: Management Level Discussions. If the Initial Negotiations fail to resolve the Court's concern, then the Presiding Judge and the City Manager shall meet as soon as possible in a good faith effort to discuss a resolution of the Court's concerns. Upon completion of the meeting, if the Court's concerns are not resolved to the reasonable satisfaction of the Court, the parties may pursue any remedies available under applicable law.

C. Construction Notice. City agrees that:

i. Prior to final City project approval the City will inform the Presiding Judge of the precise routes for construction traffic for each Other Project. .

ii. Prior to final City project approval the City will inform the Presiding Judge of the precise location and size of construction staging area for each Other Project.

D. Notice from County to City. The County agrees to provide the City with prior written notice with respect to any addition, exterior modification or expansion of the existing Courthouse or replacement thereof. The County will provide notice to the City at the earlier of the following: (1) no later than the date a Notice of Preparation is issued for a project that the County has determined is not exempt under CEQA; or (2) at least 60 days prior to final County approval of a project that is exempt under CEQA. Such notice shall be provided in accordance with Section 20, below.

6. Released Claims. The term "Released Claims" shall mean and refer to any claim arising directly or indirectly from any of the following:

A. Claims arising from or related to the presence of the Projects within the Covenant Suspension Area described in Section 2 during the time the Covenant is suspended as provided herein, above.

B. Claims arising from or related to the County contention that the Projects are in contravention of the Covenant.

C. Waiver of Environmental Challenges. The term "Final Environmental Document(s)" shall mean and refer to the documents adopted or certified by the City of Santa Monica, pursuant to the California Environmental Quality Act ("CEQA"), which provide the basis for the City's finding of compliance with CEQA before City approval of the implementation of the Projects.

i. Waiver of the right to challenge, before the City Council or in the courts, the adequacy under CEQA of the City's Final Environmental Document(s) for the Projects.

ii. Waiver of the right to challenge before the City Council or in the courts the issue of whether the City has complied with its Final Environmental Document for the Public Safety Facility.

7. **Release of Claims.** Effective upon the Execution Date, the County hereby releases and absolutely discharges the City of Santa Monica, including but not limited to, members of City commissions, boards, officers, agents, employees, attorneys, and representatives (collectively "City Released Parties") from any and all actions, omissions, claims, defenses, demands, suits, agreements, debts, promises, or expenses of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which the County has had or may have in any way against the City Released Parties arising directly or indirectly from the Released Claims. This Agreement shall be binding upon the County as to all Released Claims herein. With the exception of the waiver of environmental challenges set forth in Section 6(C), above, all of the other Released Claims shall be binding on any successors in title to the Courthouse Property, including without limitation, the State of California. The Released Claims do not include (i) any breach of this Agreement, including any prospective obligations of the parties required herein; (ii) the remaining portion of the Perimeter Space other than the Covenant Suspension Area, and (iii) Other Projects pursuant to Section 5, all of which shall be referred to collectively as the "Carve-Out Items."

8. **The Released Claims Include Unknown Claims.** Except for the Carve-Out Items, the County hereby waives to the fullest extent permitted by law, the provisions and benefits of Section 1542 of the California Civil Code pertaining to the Released Claims. Section 1542 provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The County acknowledges that it is aware that it may hereafter discover facts in addition to or different from those it knows or believes to be true with respect to the Released Claims against the City, but that it is its intention hereby fully, finally and forever to settle and release any and all disputes and differences arising from the Released Claims against the City, known or unknown, suspected or unsuspected, which now exist, may exist, or heretofore have existed between the parties. The County acknowledges that the releases herein given shall be and remain in effect as full and complete general releases arising from the Released Claims, notwithstanding the discovery or existence of any such additional facts. This Section however, shall not apply to prospective obligations of the parties required to be performed pursuant to this Agreement.

9. **County's Rights.** Except as specifically provided herein, nothing herein shall limit the rights of the County, the Court or the State to object to future projects of the City of Santa Monica or to seek redress of disputes with the City as allowed by law.

10. Authority to Execute Agreement. Each of the parties to this Agreement warrants and represents that it has the ability, power and authority to enter into this Agreement, to comply with the terms hereof and to release matters released herein.

11. Voluntary Agreement. Each of the parties to this Agreement acknowledges that it has had an opportunity to consult with counsel of its choice in connection with this Agreement, and enters into this Agreement voluntarily and with full knowledge of the ramifications of its terms.

12. Entire Agreement. This Agreement constitutes and contains the entire agreement and understanding of the subject matter between the parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral. Each party acknowledges that the other party has not made any promise, representation or warranty whatsoever, expressed or implied, written or oral, not contained herein, concerning the subject matter hereof, to induce it to execute this Agreement. Each of the parties acknowledges that it has not executed this Agreement in reliance upon any promise, representation or warranty not contained herein.

13. Amendments. This Agreement may not be amended, and no provision hereof may be waived, except by a written agreement executed by all parties.

14. Interpretation of Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either party.

15. Joint Drafting. All parties agree that this Agreement has been drafted jointly by all parties and reviewed by counsel for each party and that, in interpreting the provisions hereof, no court shall construe any provision against any party based upon an assumption as to responsibility or accountability for the drafting hereof.

16. Recordation. This Agreement shall be recorded in the Los Angeles County Recorder's Office and shall be a covenant running with the land known as the Courthouse Property.

17. California Law. This Agreement is made and entered into in the State of California and shall be construed in accordance with and governed by the laws of the State of California.

18. Original Counterparts. This Agreement may be executed and exchanged in duplicate original counterparts, and shall be effective upon the signing by each of the parties. It is understood and agreed by the parties that there is only one Agreement, and that the signing of this document in duplicate original counterparts does not alter, nor shall it be construed to alter, that fact.

19. Cooperation To Implement Provisions of Agreement. Each of the parties agree to execute any and all additional documents and do all things necessary to carry out and implement the provisions of this Agreement.

20. Notices. All notices required or permitted by this Agreement shall be in writing, addressed to the party intended, and shall be delivered by personal service, or by certified mail, return receipt requested and postage prepaid, as follows:

To: County of Los Angeles
Chief Administrative Officer
Room 713
Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

To: Supervising Judge, West District
Superior Court of California
1725 Main Street
Santa Monica, CA 90401

With a copy to:

County Counsel
Room 648
Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

To: City of Santa Monica
1685 Main Street, Room 212
Santa Monica, California 90401
Attention: City Manager

with a copy to:

Santa Monica City Attorney's Office
1685 Main Street, Third Floor
Santa Monica, California 90401
Attention: City Attorney

All notices shall be deemed effectively served upon receipt. Either party may, at any time, change its recipients or address for receipt of Notice by sending a notice to the other party in accordance with this Section stating the change and setting forth the new recipient or new address.

21. No Admission of Liability. By entering into this Agreement, none of the parties admit, or shall be deemed to admit, any liability to any other party with respect to the matters covered hereby.

22. Severability. If any term or provision, or any portion thereof, of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

23. Successors and Assigns. Except as otherwise expressly provided in this Agreement, this Agreement shall be binding on all successors in interest and assignees of the parties, including without limitation the State of California.

24. Stay of Claims for Judicial Relief. For as long as the Covenant Suspension Area is suspended and unenforceable from the terms of the Covenant under the terms of this Agreement, the City and County agree that neither will pursue any claim for judicial relief or enforcement in connection with the Covenant Suspension Area, including any claim for declaratory relief concerning whether the Covenant is enforceable.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the date written above.

CITY OF SANTA MONICA,
a municipal corporation

By: _____
SUSAN E. McCARTHY
City Manager

APPROVED AS TO FORM:

MARSHA JONES MOUTRIE
City Attorney

ATTEST:

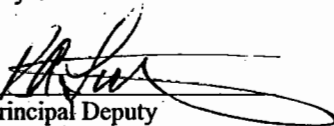
MARIA STEWART
City Clerk

COUNTY OF LOS ANGELES

By: _____
DAVID JANSSEN
Chief Administrative Officer

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL
County Counsel

By: 
Principal Deputy

CONCURRENCE
PRESIDING JUDGE
SUPERIOR COURT OF CALIFORNIA

By: _____
Presiding Judge

FIRST MODIFICATION OF LICENSE AGREEMENT NUMBER 61543

This First Modification of License Agreement Number 61543 ("First Modification") is entered into this __th day of November, 2004 ("Execution Date"), by and between the CITY OF SANTA MONICA, a municipal corporation ("City" or "Licensor"), and the COUNTY OF LOS ANGELES, ("County" or "Licensee") and is made with reference to the following:

RECITALS:

A. On or about June 27, 1989, the City and County entered into License Agreement Number 61543 (the "License Agreement") for the use of certain parking spaces by jurors and County employees for a two-year term. Thereafter, the parties extended the term of the License Agreement on a month-by-month basis and increased the license fees, among other changes, pursuant to letters dated June 21, 1991, March 14, 1995, and June 3, 1999.

B. The City and County desire to modify the License Agreement to extend the term upon the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Section 1 of the License Agreement entitled "PURPOSE AND TERM" shall be modified to include the following:

The term of this Agreement shall continue until the earlier of : (i) five (5) calendar years commencing from the Execution Date of this First Modification; or
(ii) one (1) calendar year after the transfer of the real property located at 1725 Main Street, Santa Monica

California ("Courthouse Property") from the County of Los Angeles to the State of California, unless terminated earlier pursuant to Section 18 of the License Agreement.

2. After the execution of this First Modification, the parties shall meet in good faith to negotiate any other provision of the License Agreement, including without limitation, modification of the Term set forth above in Section 1 of this First Modification.

3. The License Agreement and this First Modification shall be binding on all successors in interest and assignees of the parties, including without limitation, the State of California.

4. Except as expressly modified herein, all other terms and conditions of the License Agreement shall be and remain in full force and effect.

///

///

///

///

IN WITNESS WHEREOF, the parties have caused this First Modification to be executed the
day and year first above written.

CITY OF SANTA MONICA,
a municipal corporation

By: _____
SUSAN E. McCARTHY
City Manager

APPROVED AS TO FORM:

MARSHA JONES MOUTRIE
City Attorney


ATTEST:

MARIA STEWART
City Clerk

COUNTY OF LOS ANGELES

By: _____
DAVID JANSSEN
Chief Administrative Officer

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
County Counsel

By: 
Principal Deputy

CONCURRENCE
PRESIDING JUDGE
SUPERIOR COURT OF CALIFORNIA

By: _____
Presiding Judge

WHEN RECORDED MAIL TO:

John A. Lambie, County Engineer
108 West Second Street
Los Angeles 12, California
Attention J. W. Quinn

5393

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
5 Min. 4 PM. MAY 28 1962
RAY E. LEE, County Recorder

RECORDING
REQUESTED BY

(This space for County Recorder's use)

BK 11025 pc923

COVENANT AND AFFIDAVIT REGARDING
MAINTENANCE OF YARDS FOR BUILDING AREA LIMITATIONS

FREE ☒ C

In consideration of the issuance by the County of Los Angeles of a permit to construct an addition to the Los Angeles County Building, 1725 Main Street, Santa Monica, California, pursuant to Section 506 (g) of the Los Angeles County Uniform Building Code, Ordinance No. 2225 as amended, the CITY OF SANTA MONICA, owner of real property situated around and adjacent to the site of said building addition and more fully described in Attachment 1 hereto, does hereby promise, covenant and agree to and with the COUNTY OF LOS ANGELES to maintain said property unobstructed from ground to sky as shown on the attached plot plan (Attachment 1 hereto).

This covenant and agreement shall run with the land and be binding upon all future owners, heirs, successors and assigns to such property and shall continue in effect so long as said building shall remain on the County site or unless otherwise released by authority of the County Engineer of the County of Los Angeles.

Dated this 10 day of June, 1962, by order of the City Council, City of Santa Monica, California.

ATTEST:

K. O. GRUBB
Clerk, City of Santa Monica

By [Signature]

[Signature]
Acting Manager, City of Santa Monica

Approved as to form:

ROBERT COCKINS,
City Attorney, City of Santa Monica

By [Signature]

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:

On May 10, 1962 before me, a notary public, personally appearing W. A. Hard known to me to be the City Manager of the City of Santa Monica, who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of the City of Santa Monica.

WITNESS my hand and seal.

[Signature]
Notary Public

HENRIETTA KIMBERLING

My Commission Expires January 21, 1965

EXHIBIT "1"

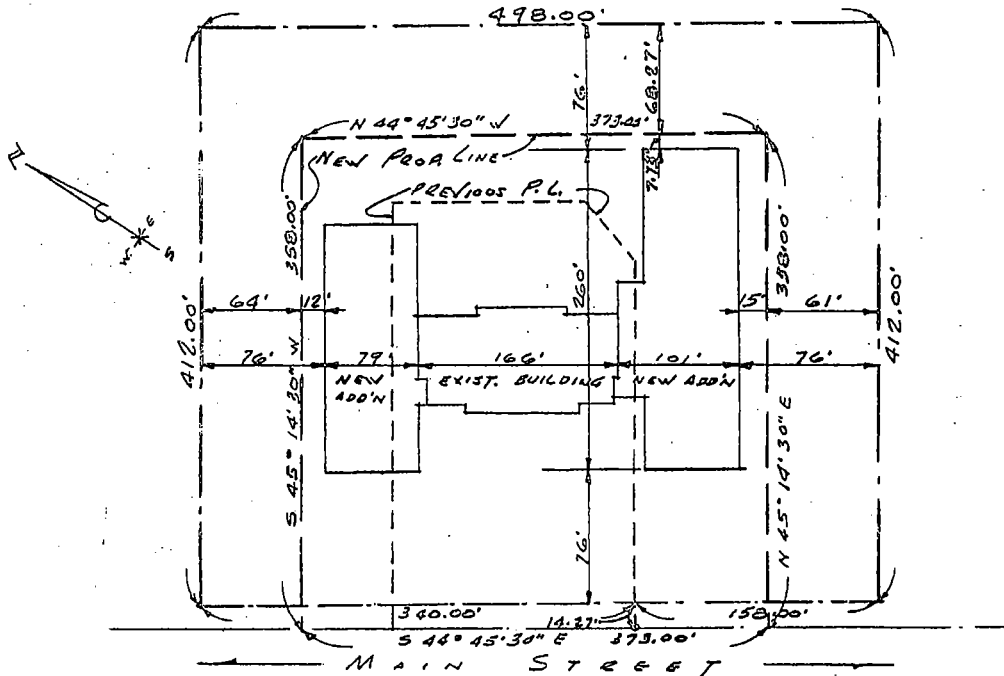
LEGAL DESCRIPTION of Real Property Involved in Agreement Between the CITY OF SANTA MONICA and the COUNTY OF LOS ANGELES Regarding Maintenance of Yards for Building Area Limitations:

County of Los Angeles Capital Project No. 7250 - Santa Monica County Bldg.

Those portions of the land owned by the City of Santa Monica, being a portion of the Rancho San Vicente y Santa Monica, in the City of Santa Monica, County of Los Angeles, State of California, as shown on map recorded in Book 3, pages 30 and 31, of Patents, in the office of the Recorder of said County and a portion of Block 3, of the Bandini Tract, in the City of Santa Monica, County of Los Angeles, State of California, as shown on map recorded in Book 55, page 56, of Miscellaneous Records, in the office of the Recorder of said County, within the following described boundaries:

Beginning at the most southerly corner of the land described in the deed to the County of Los Angeles, recorded as Document No. 2716 on October 17, 1951, in Book 37439, page 139, of Official Records; said corner being a point in the northeasterly line of Main Street, 80 feet in width; thence North $45^{\circ}14'30''$ East along the southeasterly line of said land a distance of 14.27 feet to the true point of beginning; thence South $44^{\circ}45'30''$ East parallel to said northeasterly line of Main Street a distance of 158 feet; thence North $45^{\circ}14'30''$ East parallel to said southeasterly line of the above described property granted to the County of Los Angeles a distance of 412.00 feet; thence North $44^{\circ}45'30''$ West parallel to said northeasterly line of Main Street a distance of 498.00 feet; thence South $45^{\circ}14'30''$ West parallel to the northwesterly line of said property granted to the County of Los Angeles a distance of 412.00 feet to a point in a line parallel to said northeasterly line of Main Street and that passes through the true point of beginning; thence South $44^{\circ}45'30''$ East along said parallel line 340.00 feet to said true point of beginning.

Description approved Jan. 31, 1962
John A. Lambie, COUNTY ENGINEER
By A. Poggione, Deputy.

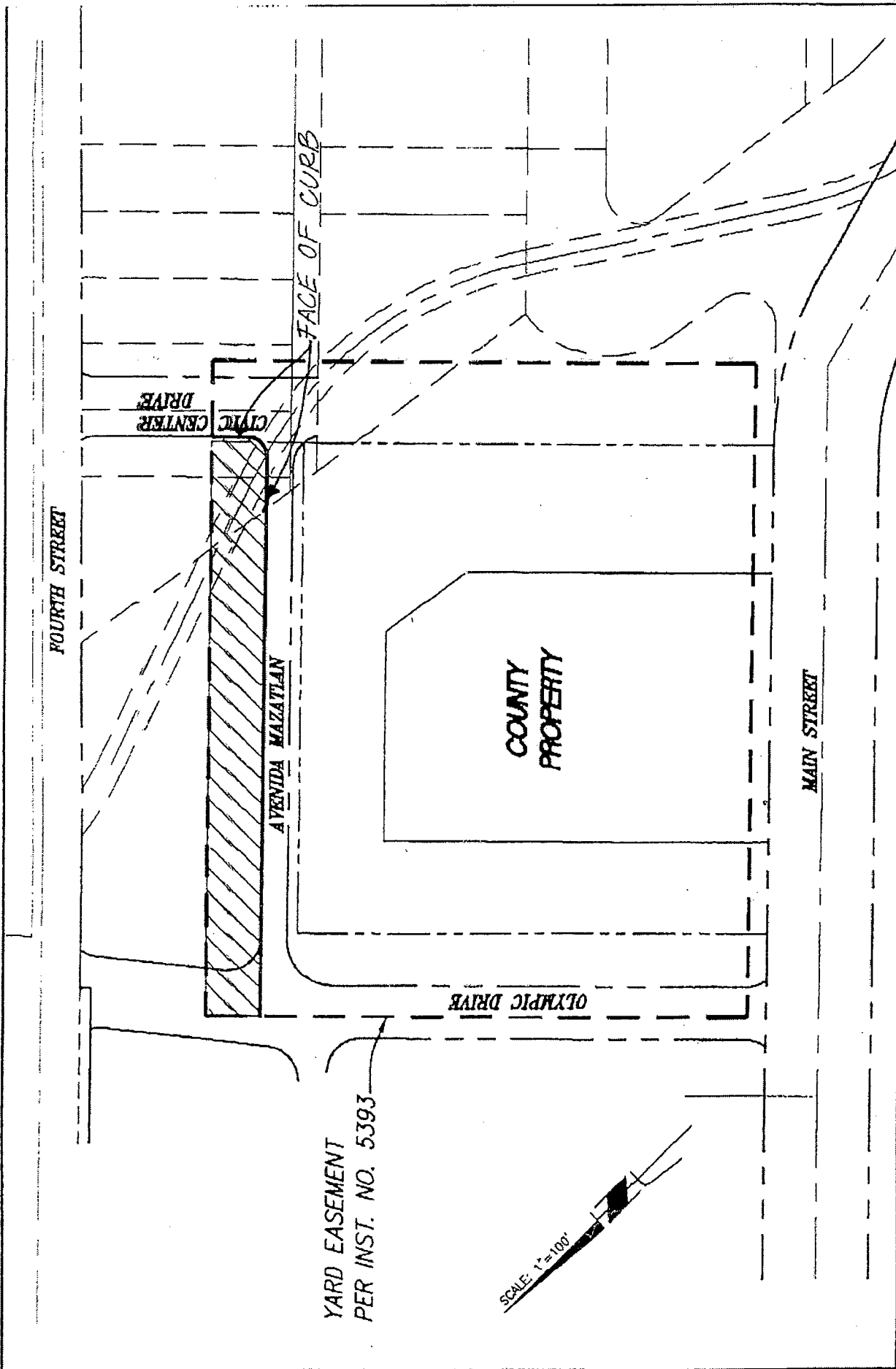


PLOT PLAN
(Not to Scale)

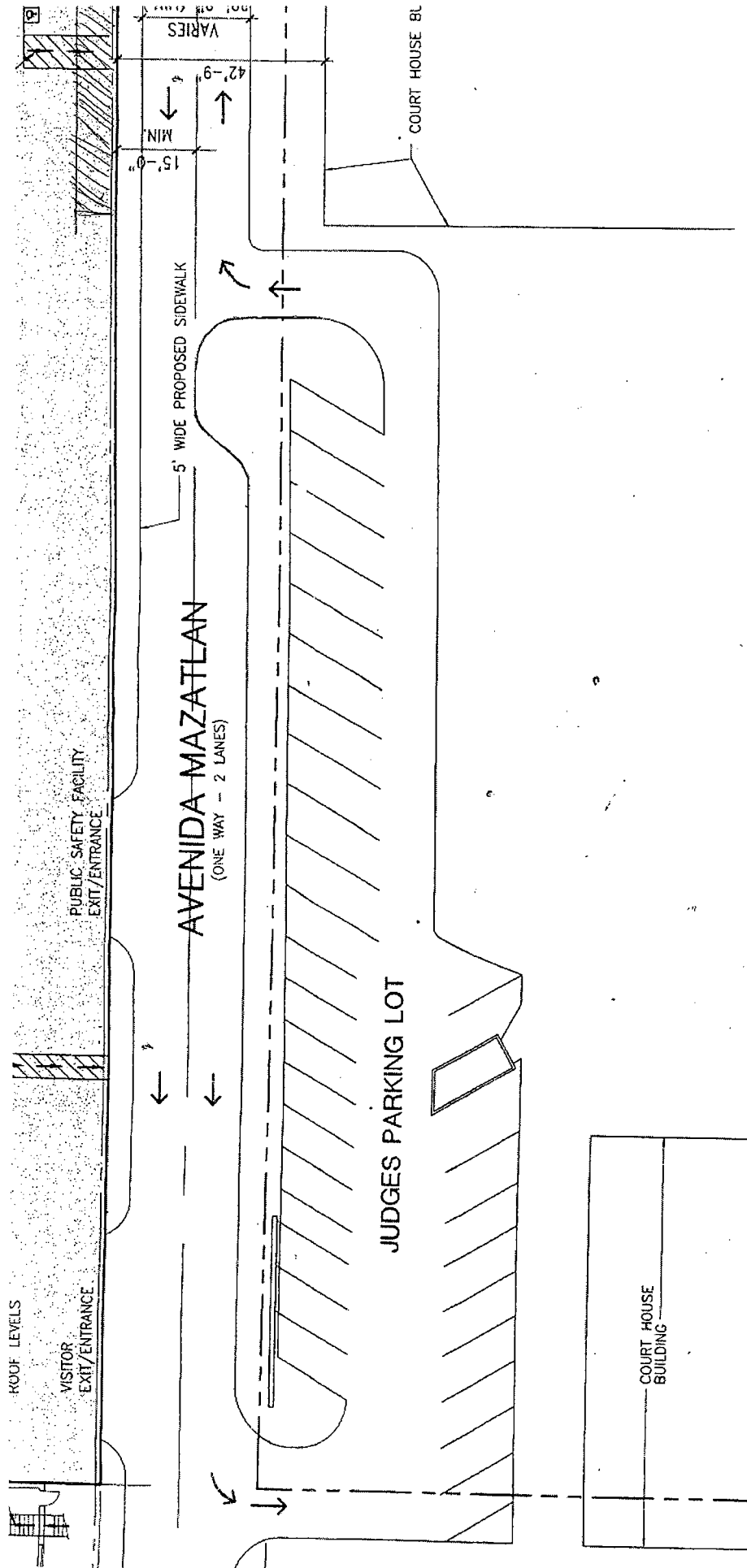
ATTACHMENT 1

3-28-62 JWQ

5393



<p>EXHIBIT "2"</p> <p>AMENDMENT TO CONVEYANCE</p>	<p>SUBMITTED BY: RBF CONSULTING</p>		<p>REFERENCE:</p>	<p>DRAWING NO.</p>
	<p>APPROVED BY:</p>	<p>DATE: 2004</p>	<p>DESIGNED BY: STA</p>	<p>DRAWN BY: STA</p>
	<p>AUTHORITY: ANTHONY, P.E. CITY ENGINEER</p>		<p>CHECKED BY: CFJ</p>	<p>DATE: 2004</p>
	<p>CITY OF SANTA MONICA</p> <p>Civil Engineering & Architecture</p> <p>1919 MAIN STREET, SUITE 300, SANTA MONICA, CA 90405 TEL: (310) 458-8721 FAX: (310) 383-4425 www.civil-engineering-and-architecture.com</p>			



SITE PLAN

1" = 20'-0"

EXHIBIT - 3

COURT PARKING CIRCULATION